

APPENDIX 1 - ASSURANCES

ASSURANCES Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants to airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, or the Aviation Safety and Noise Abatement Act of 1979. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.
2. Airport Development or Noise Compatibility Program Projects Undertaken by a Private Sponsor. The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than 10 years from the date of the acceptance of Federal aid for the project.
3. Airport Planning Undertaken by a Sponsor. Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, 34, and 36 in Section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements. It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Federal Aviation Act of 1958 - 49 U.S.C. 1301, et seq.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq. ¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq. ²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. 4601, et seq. ^{1/2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f). ¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c. ¹
- h. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a. ¹
- i. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- j. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d094.
- k. Aviation Safety and Noise Abatement Act of 1979, 49 U.S.C. 2101, et seq.
- l. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- m. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq. ¹
- n. Airport and Airway Improvement Act of 1982, as amended 49 U.S.C. 2201, et seq.
- o. Powerplant and Industrial Fuel Use Act of 1978 - Section 403 - 2 U.S.C. 8373. ¹
- p. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq. ¹
- q. Copeland Antikickback Act - 18 U.S.C. 874. - ¹
- r. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq. ¹
- s. Endangered Species Act - 16 U.S.C. 668(a), et seq. ¹
- t. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. ²
- u. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 12372 - Intergovernmental Review of Federal Programs
Executive Order 11246 - Equal Employment Opportunity ¹

Federal Regulations

- a. 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. ³
- b. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- c. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs.
- d. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition Regulation for Federal and Federally Assisted Programs. ^{1/2}
- e. 49 CFR Part 27 - Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- f. 49 CFR Part 29 - Debarments, Suspensions, and Voluntary Exclusions.
- g. 49 CFR Part 30 - Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- h. 29 CFR Part 1 - Procedures for Predetermination of Wage Rates. ¹
- i. 29 CFR Part 3 - Contractors or Subcontractors on Public Buildings or Public Works Financed in Whole or Part by Loans or Grants from U.S. ¹
- j. 29 CFR Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction. ¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements). ¹
- l. 14 CFR Part 150 - Airport Noise Compatibility Planning.

Office of Management and Budget Circulars

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- a. A87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
 - b. 128 - Audits of State and Local Governments.²

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A87 contain requirements for State and local governments receiving Federal assistance. Any requirement levied upon State and local governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under the Airport and Airway Improvement Act of 1982, as amended.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor: It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor: It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with the application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. Good Title.

a. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the

terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial noncompliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial noncompliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with the Airport and Airway Improvement Act of 1982, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

6. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility program projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another public agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property.

7. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.

8. Consultation with Users. In making a decision to undertake any airport development project under the Airport and Airway Improvement Act of 1982, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community. It shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary.

10. Air and Water Quality Standards. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

11. Local Approval. In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two counties within a single state, it has received approval for the project from the governing body of all villages incorporated under the laws of that state which are located entirely within five miles of the nearest boundary of the airport.

12. Terminal Development Prerequisites. For projects which include terminal development at a public airport, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Recordkeeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than 6 months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference. It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.

17. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects. In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the Secretary. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for

maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

In furtherance of this assurance, the sponsor will have in effect at all times arrangements for--

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitable operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce the compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make its airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses.

b. In any agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to--

- (1) furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
- (2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at any airport owned by the sponsor shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classifications or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the sponsor under these provisions.

h. The sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Improvement Act of 1982.

24. Fee and Rental Structure. It will maintain a fee and rental structure consistent with Assurance 22 and 23, for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under the Airport

and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate base in establishing fees, rates, and charges for users of that airport.

25. Airport Revenue. If the airport is under the control of a public agency, all revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

26. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. For airport development projects, it will also make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request. For noise compatibility program projects, it will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.

27. Use of Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that --

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movements of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or in any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility, or efficiency of the airport.

b. If a change or alteration in the airport or its facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

a. For land purchased under a grant before, on, or after December 30, 1987, for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.

b. For land purchased for airport purposes (other than noise compatibility) under a grant before, on, or after December 30, 1987, it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value. That portion of the proceeds of such disposition, which is proportionate to the United States share of the cost of acquisition of such land will be paid to the Secretary for deposit in the Trust Fund.

c. Disposition of such land under a. and b. above will be subject to the retention or reservation on any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.

32. Engineering and Design Services. It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications. It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars for AIP Projects," dated ----- and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subparts D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Drug-Free Workplace. It will provide a drug-free workplace at the site of work specified in the grant application in accordance with 49 CFR Part 29 by (1) publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against its employees for violation of such prohibition; (2) establishing a drug-free awareness program to inform its employees about the dangers of drug abuse in the workplace and any available drug counseling, rehabilitation, and employees assistance programs; (3) notifying the FAA within ten days after receiving notice of an employee criminal drug statute conviction for a violation occurring in the workplace; and (4) making a good faith effort to maintain a drug-free workplace.

ASSURANCES

Planning Agency Sponsors

A. General

1. These assurances shall be complied with in the performance of grant agreements for integrated airport system planning grants to planning agencies.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987. A sponsor is a planning agency designated by the Secretary of Transportation which is authorized by the State or States or political subdivisions concerned to engage in areawide planning.

3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration. The terms, conditions and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant, that:

1. General Federal Requirements. It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Federal Aviation Act of 1958 - 49 U.S.C. 1301, et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- c. Hatch Act - 5 U.S.C. 1501, et seq.
- d. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- e. Civil Rights Act of 1964 - Title VI 42 U.S.C. 2000d through 20094.
- f. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- g. Airport and Airway Improvement Act of 1982, as amended, 49 U.S.C. 2201, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 12372 - Intergovernmental Review of Federal Programs

Federal Regulations

- a. 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- c. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs.
- d. 49 CFR Part 29 - Debarments, Suspensions, and Voluntary Exclusions.
- e. 49 CFR Part 30 - Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-128 - Audits of State and Local Governments.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor. It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. Preserving Rights and Powers. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary.

5. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Recordkeeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than 6 months following the close of the fiscal year for which the audit was made.

7. Planning Projects. In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any

assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program.

10. Engineering and Design Services. It will award each contract, or sub-contract for planning studies, feasibility studies, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor.

11. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications. It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Drug-Free Workplace. It will provide a drug-free workplace at the site of work specified in the grant application in accordance with 49 CFR Part 29 by (1) publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against its employees for violation of such prohibition; (2) establishing a drug-free awareness program to inform its employees about the dangers of drug abuse in the workplace and any available drug counseling, rehabilitation, and employees assistance programs; (3) notifying the FAA within ten days after receiving notice of an employee criminal drug statute conviction for a violation occurring in the workplace; and (4) making a good faith effort to maintain a drug-free workplace.

ASSURANCES

Noise Compatibility Program Projects Undertaken by Nonairport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for noise compatibility projects undertaken by sponsors who are not proprietors of the airport which is the subject of the noise compatibility program.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982, as amended, and the Aviation Safety and Noise Abatement Act of 1979, as amended. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.

3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired or throughout the useful life of the items installed under this project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no time limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements. It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Federal Aviation Act of 1958 - 49 U.S.C. 1301, et seq.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- h. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- i. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- j. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- k. Aviation Safety and Noise Abatement Act of 1979, 49 U.S.C. 2101, et seq.
- l. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- m. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
- n. Airport and Airway Improvement Act of 1982, as amended 49 U.S.C. 2201, et seq.
- o. Powerplant and Industrial Fuel Use Act of 1978 - Section 403 - 42 U.S.C. 8373.
- p. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- q. Copeland Antikickback Act - 18 U.S.C. 874.
- r. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- s. Endangered Species Act of 1973 - 16 U.S.C. 668(a), et seq.
- t. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- u. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 12372 - Intergovernmental Review of Federal Programs

Executive Order 11246 - Equal Employment Opportunity

Federal Regulations

- a. 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- c. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs.
- d. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition Regulation for Federal and Federally Assisted Programs.
- e. 49 CFR Part 27 - Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- f. 49 CFR Part 29 - Debarments, Suspensions and Voluntary Exclusions.

- g. 49 CFR Part 30 - Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- h. 29 CFR Part 1 - Procedures for Predetermination of Wage Rates.
- i. 29 CFR Part 3 - Contractors or Subcontractors on Public Buildings or Public Works Financed in Whole or Part by Loans or Grants from U.S.
- j. 29 CFR Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements).
- l. 14 CFR Part 150 - Airport Noise Compatibility Planning.

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-128 - Audits of State and Local Governments.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor. It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

- a. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
- b. It has sufficient funds available to ensure operation and maintenance of items funded under the grant agreement which it will own or control.

4. Good Title. For projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not enter into any transaction, or change thereto, or take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property for which it holds good title and upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract

or document transferring or disposing of the sponsor's interest, and make binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.

c. For all noise compatibility projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that governmental unit. Except as otherwise specified by the Secretary, that agreement shall obligate that governmental unit to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility project. That agreement and changes thereto must be approved in advance by the Secretary.

d. For noise compatibility projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary.

6. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility projects to be carried out on property which is not owned by the sponsor and which is under the land use control or authority of a public agency other than the sponsor, the sponsor shall obtain from each agency a written declaration that such agency supports the project and the project is reasonably consistent with the agency's plans regarding the property.

7. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.

8. Accounting System, Audit, and Recordkeeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than 6 months following the close of the fiscal year for which the audit was made.

9. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

10. Veteran's Preference. It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport

and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

11. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.

12. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

13. Operation and Maintenance. It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.

14. Hazard Prevention. It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.

15. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, it will not cause or permit any change in land use, within its jurisdiction that will reduce the compatibility, with respect to the airport, of the noise compatibility measures upon which Federal funds have been expended.

16. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project, and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.

17. Civil Rights. It will comply with such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.

18. Engineering and Design Services. It will award each contract or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the

project in the same manner as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor.

19. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

20. Disposal of Land.

a. For land purchased under a grant before, on, or after December 30, 1987, for airport noise compatibility purposes, it will dispose of the land when no longer needed for such purposes at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.

b. Disposition of such land will be subject to the retention or reservation on any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.

21. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subparts D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

22. Drug-Free Workplace. It will provide a drug-free workplace at the site of work specified in the grant application in accordance with 49 CFR Part 29 by (1) publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against its employees for violation of such prohibition; (2) establishing a drug-free awareness program to inform its employees about the dangers of drug abuse in the workplace and any available drug counseling, rehabilitation, and employees assistance programs; (3) notifying the FAA within ten days after receiving notice of an employee criminal drug statute conviction for a violation occurring in the workplace; and (4) making a good faith effort to maintain a drug-free workplace.

APPENDIX 2 - NONALLOWABLE ITEMS

Listed below are items which have been found to be nonallowable under the grant program. While some have been declared nonallowable through a legal opinion, most have been found nonallowable because of policy determination:

1. Fuel Farms;
2. Emergency Planning;
3. Landscaping, unless an incidental part of an eligible project;

4. Communication systems (except that which is used for safety/security);
5. Training facilities except those which are included in an otherwise eligible project as an integral part of that project and which are of a relatively minor or incidental cost, i.e., less than 10% of the project cost. An example of the exception would be a training room included as part of a new CFR facility;
6. Roads, whatever length, exclusively for the purpose of connecting public parking facilities to an access road;
7. Roads serving principally industrial or nonaviation-related areas or facilities;
8. Construction or relocation of Air Traffic Control Towers;
9. General aviation terminals;
10. Airport surface detection systems (ASDE);
11. Maintenance/service facilities except for that allowed to service required CFR equipment;
12. Projects for the determination of latitude, longitude, and elevation except as an incidental part of master planning;
13. Development of new flight procedures or demonstration programs for noise compatibility purposes.

APPENDIX 3 - STANDARD SOLICITATION AND CONTRACT LANGUAGE

BREACH OF CONTRACT TERMS - SANCTIONS (ALL CONTRACTS)

Any violation or breach of the terms of this contract on the part of the contractor or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

INSPECTION OF RECORDS (ALL CONTRACTS)

The contractor shall maintain an acceptable cost accounting system. The Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for 3 years after the Sponsor makes final payment and all other pending matters are closed.

RIGHTS TO INVENTIONS (ALL CONTRACTS)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor.

TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TERMINATION OF CONTRACT (ALL CONTRACTS IN EXCESS OF \$10,000).

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in process, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

SUSPENSION AND DEBARMENT REQUIREMENTS FOR ALL CONTRACTS OVER \$25,000 (AND FOR ALL CONTRACTS FOR AUDITING SERVICES REGARDLESS OF THE AMOUNT).

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

VETERAN'S PREFERENCE (ALL CONSTRUCTION CONTRACTS).

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam-era and disabled veterans. However, this preference may be given only where the individuals are available and qualified to perform the work to which the employment relates.

CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS EXCEEDING \$100,000.

Contractors and subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

APPENDIX 4 - PROPOSED AWARD OF GRANT (FAA FORM 5100-12)

I N S E R T

APPENDIX 5 -PLANNING APPLICATION (SF 424 & FAA FORM 5100-101)

I N S E R T

APPENDIX 6 - _PREAPPLICATION (SF 424 & FAA FORM 5100-101)

I N S E R T

APPENDIX 7 - APPLICATION (SF 424 & FAA FORM 5100-100)

I N S E R T

APPENDIX 8 - GRANT AGREEMENT (FAA FORM 5100-37)

I N S E R T

APPENDIX 9 - SPECIAL CONDITIONS

1. PRORATION OF FEDERAL SHARE OF BUILDING AND UTILITY COSTS. See paragraphs 551 and 568:

a. Buildings. “For purposes of computing the United States share of the allowable project costs, the allowable cost of the (insert description of the building in question) included in the project shall not exceed (insert allowable percentage of the actual cost of the entire building or a dollar cost, as appropriate, in accordance with paragraph 551).”

b. Utilities. “For purposes of computing the United States share of the allowable project costs, the allowable cost of the (insert description of the utility system in question) included in the project shall not exceed (insert allowable percentage of the actual cost of the utility or a dollar cost, as appropriate, in accordance with paragraphs 551 and 568).”

2. RESERVED.

3. LETTER OF CREDIT. See paragraph 1301.

“The sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.”

4. PROJECTS INVOLVING DISPLACEMENT OF PERSONS PRIOR TO JULY 1, 1972. See paragraph 621.

“The United States shall pay the full amount of the first \$25,000 of the costs to the sponsor of providing payments and assistance for a displaced person under sections 206, 210, 215, and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646. Payment will be conditioned on segregation by the sponsor of such costs from the basic land acquisition costs and upon application for payment in the manner and form prescribed by the FAA.”

5. SPECIAL CONDITION FOR MULTI-YEAR GRANTS. See paragraph 1102:

a. Formal Grant Amendment.

Under Section 512 of the Airport and Airway Improvement Act of 1982, as amended, and at the sponsor's request, the FAA commits the United States to obligate an additional amount to this project for payment of its share of the cost, in accordance with the terms hereof, not to exceed the apportionment(s) made to the sponsor for FY(s) _____ under Section 507(a)(1) of said Act, and subject to the restrictions now or hereafter imposed on the FAA on use of such apportionment by, but not limited to, Appropriation Acts now or hereafter enacted. The exact amount of this commitment will be established in an amendment to this grant that will be duly executed by the parties hereto when such computation and obligation can be made in FY(s) _____. It is further understood by the parties hereto that this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use under Section 507 of said Act to further aid the sponsor in meeting the cost of this project under the terms of this agreement and limitations of law.”

b. Letter of Agreement.

“The maximum obligation for the current fiscal year stated in Condition 1 of this agreement may be increased by the additional amounts, if any, added by the document issued under the subparagraph below, but may not exceed the United State's share of the total estimated cost of completion, except as provided in section 512(b) of the Airport and Airway Improvement Act of 1982. Under section 512(a) of the Act, as amended, and at the sponsor's request, the FAA commits the United States to obligate an additional amount to this project for payment of its share of the cost, in accordance with the terms hereof. This additional amount will include all or part of the funds apportioned to the sponsor for FY(s) _____ under section 507(a)(1) of said Act, subject to the restriction on the use of such apportionments now or hereafter imposed on FAA by Appropriations Acts now or hereafter enacted, or by any other statute or regulation. It is further understood by the parties that this commitment does not in itself obligate, preclude, or restrict the FAA in the use of any funds made available for discretionary use under section 507 of said Act to further aid the Sponsor in meeting the cost of this project under the terms of this agreement and limitations of law. The exact amount of this commitment will be established for each fiscal year by the FAA in a letter to the sponsor stating the current maximum obligation for this project. This letter will be issued to the sponsor by FAA when such computation and obligation can be made in FY(s) _____. The parties agree that upon its issuance, this letter shall be considered incorporated by reference into, and part of, this agreement.”

6. NAVIGATIONAL AIDS. See paragraphs 540 and 543:

“The sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment; and check the facility prior to its commissioning to assure it meets the operational standards. The sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable; and mark and

light the runway, as appropriate. The Federal Aviation Administration will not take over the ownership, operation, or maintenance of any sponsor-acquired equipment.”

7. FRICTION MEASURING DEVICES. See paragraph 566:

“The sponsor assures that it will properly calibrate, operate, and maintain the friction measuring equipment in accordance with the manufacturer's guidelines and instructions and AC 150/5320-12. The friction measuring equipment and tow vehicle (if applicable) shall not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities, such as training and calibration.”

8. PROJECTS ON PRIVATELY OWNED PROPERTY. See paragraph 707:

“No payment shall be made under the terms of this grant agreement for work accomplished on privately owned land until the sponsor submits the agreement with the owner of the property required by Assurance 5d of the Part V, Assurances and such agreement is determined to be satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:

1. The property owner shall subject the construction work on the project to such inspection and approval during the construction or installation of the noise compatibility measures and after completion of the measures as may reasonably be requested by the Secretary or the sponsor.

2. The property owner shall assume the responsibility for maintenance and operation of the items installed, purchased or constructed under this grant agreement. Neither the Federal Aviation Administration nor the sponsor bears any responsibility for the maintenance and operation of these items.

3. If Federal funds for the noise compatibility measures are transferred by the sponsor to the owner of the private property, or the owner's agent, the property owner shall agree to maintain and make available to the Secretary or the sponsor, upon reasonable request, records disclosing the amount of funds received and the disposition of those funds.

4. The property owner's right to sue the owner of _____ Airport for adverse noise impact will be abrogated if the property owner deliberately or willfully acts to reduce or destroy the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation shall remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the sponsor's acceptance of Federal aid for the project.”

9. RESERVED.

10. LAND ACQUISITION FOR FUTURE AIRPORT DEVELOPMENTS. See paragraph 603.

“The Sponsor agrees to perform within _____ years of this Grant the airport development which requires this land acquisition, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the Federal Aviation Administration. In the event the land is not used within the _____ years for the purpose for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater.”

11. RESERVED.

12. ACQUISITION OF RUNWAY PROTECTION ZONE. See paragraph 602.

a. Acquisition of Fee Title to Runway Protection Zone.

“The sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the runway protection zone, as depicted on the Exhibit “A” Property Map except for nav aids that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.”

b. Acquisition of Avigation Easement of the Runway Protection Zone.

The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the runway Protection zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

13. RESERVED.

14. PLANS AND SPECIFICATIONS. See paragraph 905.

“It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of preliminary plans and specifications; and the parties agree that within _____ days from the date of acceptance of this Grant Offer, the Sponsor shall furnish final plans and specifications to the FAA, that no construction work will be commenced hereunder, and that no contract will be awarded for the accomplishment of such work until the said final plans and specifications have been approved by the FAA; and the parties do further agree that any reference made in this Grant Offer or in the aforesaid Application to plans and specifications shall be considered as having reference to said final plans and specifications as approved.”

15. AIR AND WATER QUALITY STANDARDS. See paragraph 1510.

“Approval of the project is conditioned on the sponsor's compliance with the applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.”

16. PRIVATE SPONSOR AUDITS. See paragraph 1326.

“The sponsor shall provide for an audit of this grant project to be made at the completion of the grant objective in accordance with accepted standard audit practices. Copies of the audit will be sent to the Department of Transportation Office of Inspector General designated by the Federal Aviation Administration office responsible for administering the grant.”

APPENDIX 10 - FAA FORM 5100-107

I N S E R T

APPENDIX 11 - NOTICE OF PREAPPLICATION REVIEW ACTION (FAA FORM 5100-31)

I N S E R T

**APPENDIX 12 - PERFORMANCE EVALUATION REPORT AND DEVELOPMENT ANALYSIS
CHECKLIST (FAA FORM 5100-109)**

I N S E R T

**APPENDIX 13 - CONSTRUCTION PROGRESS AND INSPECTION REPORT (FAA
FORM 5370-1)**

I N S E R T

APPENDIX 14 - FINAL INSPECTION REPORT (FAA FORM 5100-17)

I N S E R T

APPENDIX 15 - REVERTER CLAUSES

Below are the reverter clauses to be placed in Grant agreements, as necessary, in accordance with Title VI requirements. See Chapter 14.

REVERTER CLAUSES

1. (Include in licenses, leases, permits, etc.)

“hat in the event of breach of any of the above nondiscrimination covenants, (name of sponsor) shall have the right to terminate the (license, lease, permit, etc.) and to reenter and repossess said land and facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued; provided, however, that the (licensee, lessee, permittee, etc.) allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of (license, lease, permit, etc.), shall be withheld pending completion of such procedures.”

2. (Include in deeds).

“That in the event of breach of any of the above nondiscrimination covenants, (name of sponsor) shall have the right to reenter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of (name of sponsor) and its assigns; provided, however, that the party allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and the right of reverter shall not be exercised until completion of such procedures.”

**APPENDIX 16 - LABOR STANDARDS INTERVIEW AND SUMMARY OF INVESTIGATION
REPORTS (FORMS DOT F 4220.5 AND 4220.6)**

I N S E R T

APPENDIX 17 - EXAMPLES OF INCREASING MAXIMUM OBLIGATION

This Appendix applies only to grants issued prior to October 1, 1987.

For cost increases in land acquisition, the increase to the maximum U.S. obligation is calculated by taking the land cost base stated in the Grant Agreement and adding to this amount the applicable sponsor share. Fifty percent of the difference between this sum and the actual total allowable costs for land acquisition is the amount that the maximum U.S. obligation may be increased.

SCENARIO: A project includes development land acquisition. Total project cost is estimated to be \$1 million.

Est.	U.S. Obligation in Grant Agreement	
Development	800,000	720,000
Land	200,000	180,000
	<hr/> 1,000,000	<hr/> 900,000 (The maximum allowable increase for development only is \$90,000)

Example 1. At the end of the project the actual costs are:

Development	\$800,000
Land	260,000

a. Increase development:

0 \$720,000

b. Increase land:

$60,000 \times 50\% = 30,000 + 180,000 = \underline{\$210,000}$
Total U.S. Share = \$930,000

Example 2. At the end of the project the actual costs are:

Development	\$700,000
Land	260,000

$\$960,000 =$ In this case there is no need to increase the U.S. obligation since the U.S. share would be 90% of \$960,000 or \$864,000 (\$36,000 below the U.S. maximum obligation)

Example 3. At the end of the project the actual costs are:

Development	\$850,000
Land	260,000

a. Increase development:

$50,000 \times 90\% = 45,000 + 720,000 = \$765,000$

b. Increase land:

$160,000 \times 50\% = 80,000 + 180,000 = \underline{\$260,000}$
Total U.S. Share = \$975,000

Example 4. At the end of the project the actual costs are:

Development	\$950,000
Land	260,000

a. Increase development:

\$150,000 x 90% = 135,000 - This exceeds the \$90,000 (10%) maximum allowable increase. Therefore:

$$90,000 + 720,000 = \$810,000$$

b. Increase land:

$$\$60,000 \times 50\% = 30,000 + 180,000 = \underline{210,000}$$

$$\text{Total U.S. Share} = \$1,020,000$$

APPENDIX 18 - GRANT AMENDMENT (FAA FORM 5100-938)

I N S E R T

APPENDIX 19 - ENTITLEMENT TRANSFER AGREEMENT

I N S E R T

APPENDIX 20 - MULTI-YEAR LETTER OF AGREEMENT

Suggested text for letter to the Sponsor for multi-year letter of agreement:

“This letter transmits the FAA's current Fiscal Year _____ a* _____ statement of the maximum obligation for the Multi-Year Grant agreement for Project No. _____ b*, Contract No. _____ b* _____.

The above-captioned grant agreement commits the United States to the obligation of additional amounts to this project, as authorized by Section 512(a) of the Airport and Airway Improvement Act of 1982. For Fiscal Year _____ a*, this additional amount is \$ _____ c* _____.

The current maximum obligation for this agreement is now \$ _____ d*. For the purposes of any future grant amendments which may increase the maximum obligation of the United States under the provisions of Section 512(b) of the Airport and Airway Improvement Act of 1982, the following amounts are being specified for this purpose:

\$ e* for planning

\$ e* for land acquisition

\$ e* for airport development or noise program implementation (other than land acquisition)

Under the terms of the Grant Agreement, the parties have agreed that this document is incorporated into and is part of the above-captioned Grant Agreement.”

Please note that because this letter is to be incorporated into the grant agreement, the letter should not address any other issues relating to the airport.

* Instructions for filling in the blanks:

a. Current fiscal year;

- b. Self-explanatory;
- c. Additional amount being committed to the project during the current fiscal year;
- d. The new maximum obligation of the project (the cumulative total of the previous FY(s) commitments of the multi-year agreement plus the current FY);
- e. Breakout of amount in d. for various categories of work.

APPENDIX 21 - FEDERAL CASH TRANSACTION REPORT

I N S E R T

APPENDIX 22 - REQUEST FOR ADVANCE OR REIMBURSEMENT

I N S E R T

APPENDIX 23 - OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS

I N S E R T

APPENDIX 24 - LETTER OF INTENT

LETTER OF INTENT _____ - _____ - _____

(airport name)

(location)

The Federal Aviation Administration ("FAA") hereby announces its intention, effective this date, in accordance with the provisions of section 513(d) of the Airport and Airway Improvement Act of 1982, as amended ("Act"), to obligate funds from future budget authority to issue grants to pay the [airport sponsor] ("Sponsor") for the United States share of allowable costs at the [airport] for the project described as follows:

[project description]

as more fully described in the Sponsor's [revised] preapplication for Federal assistance number [number], dated [date] ("Project").

The maximum United States obligation pursuant to this Letter of Intent for the Project described above shall be an amount not to exceed [\$amount]. [This amount is in addition to [\$amount] covered by a grant to be issued from fiscal year 1988 budget authority for work which will commence after the date of execution of the grant agreement.] Upon application by the Sponsor, the FAA shall issue grants from future budget authority, as funds become available, according to the following schedule:

fiscal year	apportionment	discretionary	total
[year]	[amount]	[amount]	[amount]
[year]	[amount]	[amount]	[amount]
[year]	[amount]	[amount]	[amount]
[year]	[amount]	[amount]	[amount]

The announcement of this intention shall not be deemed an obligation of the United States Government under section 1501 of Title 31, United States Code, nor shall this Letter of Intent be deemed an administrative commitment for funding. This Letter of Intent shall be regarded as an intention to obligate funds from future budget authority. No obligation or administrative commitment may be made pursuant to this Letter of Intent except as funds are provided in authorization and appropriation Acts.

The FAA may, from time to time, following consultation with the Sponsor, amend this Letter of Intent to adjust the payment schedule or the maximum United States obligation specified above, or both. Such adjustment may be made by the Federal Aviation Administrator when occasioned by changes in the actual allowable costs of the Project, in the actual time required to complete the Project, in actual or estimated future obligating authority, or otherwise, when determined in the Administrator's discretion to be in the best interests of the United States.

The FAA will give full consideration to the aggregate amount of future obligations and the payments scheduled under all outstanding Letters of Intent in formulating its annual budget requests. A statutory restriction on total obligating authority in a future fiscal year, however, may necessitate a reduction in funds to be apportioned for that year, pursuant to section 507(b)(3) of the Act, or in discretionary funds available for obligation under section 507(c)(2) of the Act, or both. This may result in a concurrent reduction in a payment scheduled under this Letter of Intent. In such event, the ratio of the discretionary fund component of a scheduled payment, as reduced, to such component prior to reduction, shall be not less than the ratio of discretionary funds newly available for obligation in the fiscal year in which such reduction occurs, to the total discretionary funds made available for obligation in the fiscal year in which this Letter of Intent was executed. Payment of the amount of any such reduction in a scheduled payment shall be deemed to be deferred to the following fiscal year, subject again to the availability of funds and statutory authority. No amendment to this Letter of Intent shall impair the Sponsor's eligibility for future reimbursement of the United States share of allowable Project costs pursuant to section 513(d)(2) of the Act, as funds become available.

Sponsor should understand that, having proceeded with the Project without the aid of funds under the Act, in order to receive reimbursement as specified in the schedule set forth above, it must comply with all statutory and administrative requirements that would be applicable to the Project were the Project carried out with funds made available under the Act. Failure to comply with all such requirements, or failure to proceed with the Project in a timely manner, may lead to revocation of this Letter of Intent.

(signature)

(typed name)

Manager, [Airports Division/District Office]

(date)

AMENDMENT NUMBER
LETTER OF INTENT NUMBER _____ - ____ - _____

[airport]

[location]

Letter of Intent Number _____ - ____ - _____, by which the Federal Aviation Administration ("FAA") announced its intention to obligate funds from future budget authority to reimburse the [sponsor] ("Sponsor") for the Federal share of allowable costs for the project described therein, is hereby amended to revise the project description as follows:

[revised project description]

Letter of Intent Number _____ - _____ - _____ is hereby further revised to amend the maximum United States obligation and the payment schedule as follows:

[revised language on maximum obligation and payment schedule]

[Additional revisions may be included if necessary.]

All other provisions set forth in Letter of Intent _____ - _____ - _____ continue to remain in force.

[NAME]

Manager, [Airports Division/District Office]

(date)

APPENDIX 25 - CAPACITY PROJECT SELECTION CRITERIA

Background. Section 507(c) of the AAIA, as amended, authorizes the Secretary to make grants to primary airports and their relievers from discretionary funds for the purpose of preserving and enhancing airport capacity. In selecting projects for these grants, consideration is to be given to their effect on overall national air transportation system capacity, project benefit and cost, and the financial commitment of the airport operator or other non-Federal funding sources to preserve or enhance airport capacity. Because the demand for these discretionary funds exceeds the amount available, the FAA is unable to fund all of those capacity projects for which airport sponsors wish to obtain grants.

The FAA has developed project selection criteria to help make decisions on the relative priority of competing capacity projects proposed during the fiscal year. Under this system, projects are favored which best preserve and enhance capacity in the national system of airports and whose sponsors have demonstrated the required commitment to capacity enhancement.

In examining airport capacity and congestion, the major problems occur in the busier locations and capacity development at these airports appears to offer the greatest opportunity for system relief. These criteria will not exclude any primary airport or reliever which can contribute to system efficiency and capacity, nor will the criteria result in only the largest airports receiving discretionary grant funds.

Other information, such as a sponsor's ability to fund projects without Federal aid, or how a sponsor uses entitlement funds, is considered in awarding discretionary grants and in determining the dollar amount of Federal participation.

Purpose of Criteria. The criteria, when uniformly applied to all proposed projects across the nation, ideally should allow FAA to rank-order these diverse projects according to their value in reducing delays and increasing capacity not only at the airport where the project is accomplished, but also according to their beneficial impact on airspace system delays and on delays and capacity at other airports in the national system.

FAA has a major initiative underway to develop computer modeling techniques to measure and analyze system impacts of airport development. As this initiative progresses, these techniques may be used, as applicable, in selecting optimum projects for enhancing and preserving capacity. Until that time, the methodology outlined in this paper will be used by FAA as a primary consideration in determining program funding under Section 507(c) of the AAIA.

Criteria Development Methodology. The AAIA requires the FAA to consider three factors:

1. Effect on the overall national air transportation system.
2. Project benefit and cost.
3. Financial commitment of the sponsor or other nonfederal funding sources to capacity.

The methodology used in developing the criteria was to first examine the impact of the airport on the system, then look at the effect the project will have on the airport operation and finally apply guidelines to determine the commitment of the sponsor to preserve or enhance airport capacity. Weighting each of the first two factors and combining them yields a relative value of the project in terms of the legislative requirement. The commitment of the sponsor is the subject of a separate examination to determine whether the sponsor meets certain financial prerequisites. The development and use of each of the three factors is discussed in the following.

Factor 1. Effect on National System. This factor is developed for each primary airport with significant current or potential capacity problems. It is calculated independent of any specific project under review at a particular airport and is based on airport activity and market characteristics for which information and data are available. Four parameters are chosen:

1. Delay
2. Aircraft operations
3. Nonstop connectors
4. Proportion of connecting passengers

Each of the four parameters are measured and values assigned the airport according to Tables I through IV. The values are totaled and, if applicable, bonus points are added if an airport is determined to be a “new hub” or a “commercial alternative airport.” Each parameter and bonus point awards are discussed below.

Delay. This parameter is made up of both current aircraft delay in hours per year and projected delay in 10 years. Delay hours are a direct measure of capacity shortfalls at an airport, but taken alone do not measure impact of the airport on the national system. FAA collects and analyzes delay data annually and makes 10 year forecasts for all major airports. Both current and forecast delay are given separate scores in accordance with Table I.

Table I - AIRCRAFT DELAY IN HOURS/YEAR

Hours	Current Delay Points	Forecast Delay Points
10,000-19,999	1	1
20,000-29,999	2	2
30,000-39,999	3	3
40,000-49,999	4	4
50,000+	5	5

Airport Operations. This is a direct measure of how busy an airport is in terms of aircraft takeoffs and landings. It is a logical conclusion that the busier the airport, the greater impact the airport will have on the national system. Aircraft operations were chosen over passenger enplanements for two reasons. First, the FAA's initial focus for providing relief from capacity constraints is directed at airside facilities - runways, taxiways, and aprons - to accommodate greater number and frequency of landings and take offs, relatively independent of aircraft size. Passenger enplanements, although another available measure of airport “busyness,” is not as direct a measure. Secondly, delay is measured in this criteria development methodology in terms of aircraft operations, not passenger delay. Points are given as follows:

Table II - ANNUAL AIRCRAFT OPERATIONS

OPS (x 1000)	Points
0-199	1
200-299	2
300-399	3
400-499	4
500+	5

Nonstop Connectors. The number of airports served nonstop by a given airport is another indicator of the sensitivity of the national airport system to delays or lack of capacity at the given airport. A period of severe delays at one airport connecting directly to fifty others would cause a ripple effect much greater in extent than at another airport with an equal number of operations, but connecting directly to only twenty others. Put another way, this parameter measures, to some extent, the hub characteristics of an airport. Each candidate airport is examined to determine the number of the busiest 60 airports in the country to which it has direct flights. This number could vary from fifty nine at a location such as Atlanta or Chicago O'Hare to three at one of the smaller airports. Points are given as follows:

Table III - NONSTOP "60"

Connections	Points
5-9	1
10-19	2
20-29	3
30-49	4
50-59	5

Proportion of Connecting Passengers. Similar to the "Nonstop Connector" parameter, this parameter is an indicator of the hub characteristic of an airport, and thus its impact on other airports in the system. Data developed by the Research and Special Projects Administration were used to determine what percentage of total enplaned passengers at each airport were passengers connecting to another flight.

Table IV - CONNECTING PASSENGERS

Percent	Points
10-19	1
20-29	2
30-49	3
50-59	4
60+	5

Emerging Hubs. An airport which is not now considered to be a hub, but which is expected to become one, or is expected to significantly increase passenger connection operations, may receive up to 3 extra points added to the airport impact factor. These points may be added if there is a commitment or convincing evidence of an airline's intent to begin or expand a significant hub operation.

Commercial Alternative Airports. commercial service airport located in a metropolitan area with other major congested airports, can and often does provide relief at those congested airports by giving commercial passengers an alternative arrival or departure point. To the extent that airport development at the secondary airport can entice commercial operations from the capacity-constrained airport, additional capacity is afforded the service area. This type of capacity enhancement is recognized in the criteria by

raising the commercial alternative airport forecast delay hour score (Table I) to equal the forecast delay score of the major airport.

Compiling the Airport Impact Score. Each primary airport considered is examined and awarded points in accordance with the six factors discussed above, and the points totaled. This airport impact score is then used for that airport as part of the project score for each project at that airport during that fiscal year, since it is not anticipated that the impact score will change during any one year. FAA intends to update these scores annually. Although there is imprecision in forecasting, sampling errors and uncertainties of factor weighting, these scores give a good indication of relative effect of the airport on the system.

Reliever Airports Impact Scores. Reliever airports are awarded points based on the score of the congested primary airport which they relieve. The reliever scores are calculated by using a percentage of the primary airport score proportional to the amount of general aviation traffic at the primary, the theory being that the higher the general aviation traffic at the congested airport the greater the opportunity for siphoning it off to the reliever. The reliever airport scores will be rounded to the nearest whole number.

TABLE V	
GENERAL AVIATION ANNUAL OPS AT THE PRIMARY AIRPORT	PERCENTAGE OF PRIMARY SCORE GIVEN THE RELIEVER AIRPORT
Greater than 90,000	80
70,000 - 90,000	70
50,000 - 69,999	60
30,000 - 49,999	50
Less than 30,000	40

Factor 2. Project Benefit and Cost. The second half of the analysis for the priority system is dependent upon the type of work proposed and its benefit to airport and system capacity. This factor is similar to and is generally based upon the priority system used by FAA since 1984 to make funding decisions in the Airport Improvement Program. This system was announced in the Federal Register, March 28, 1984. The basic philosophy in developing the capacity priorities at existing airports is to give precedence to projects closest to the runway threshold, that is, runway work would be higher priority than taxiways, taxiways higher than aprons. Land acquisition or other development work necessary for a runway, for example, would also receive the same priority as the runway construction itself. Addition of new facilities is given precedence over extensions or overlays. The highest priority for capacity enhancement would be given to new airports in congested metropolitan areas.

Table VI shows the points assigned to the type project deemed to contribute significantly to capacity enhancement or preservation. It should be noted that only airside work (runways, taxiways, aprons) on an airport will be considered under these criteria since these areas directly affect the movement of aircraft on the airport surface or in the terminal airspace and thus impact on the national system.

Table VI - AIRPORT PROJECT IMPACT FACTOR

Item	Activity	Points
New Airport	Construct	20
	Acquire	20
Runway	Construct New or Reconstruct	15
	Extend or Overlay	10
Taxiway	Construct New or Reconstruct	10

	Extend or Overlay	8
Apron	Construct New or Reconstruct	8
	Extend or Overlay	5
Other	Describe	-10

Combining Airport and Project Scores. The final step in preparing a project priority is the addition of the two scores as developed in the foregoing process.

Factor 3. Sponsor Commitment. In determining the extent to which the airport sponsor has demonstrated financial commitment to preserving and enhancing airport capacity, the FAA first examines the sponsor's use of grant funds to which the airport is entitled under Section 507(a) of the AIA. If the sponsor is committing at least three years of current and future entitlements to the capacity project, the criteria is deemed met. In the case of large projects whose duration extends beyond three years, entitlements should be used over the entire construction/implementation period. Also, entitlements used on higher priority projects, i.e. safety or security projects, can be counted toward meeting this criteria.

Should the use of entitlements not meet these standards, FAA will review the past history of capital development funding at the airport, the future capital improvement plans and financing programs and make a determination whether sufficient commitment to preserving and enhancing capacity is demonstrated. Sponsors which cannot show this commitment will not be considered for funding of capacity projects from this special account.

FAA's Use of the Capacity Priority System. As with any priority system dealing with complex issues and relationships, a strict numerical ranking provides a good indication of value but may not necessarily produce the optimum project selection for available funding. This is particularly true of airport development projects which are subject to a number of factors which cannot routinely be taken into account in a standard system designed to assess hundreds of projects across the nation. Although airports share a great many commonalities, each is also unique in many respects - physical layout, demand patterns, operational restrictions, environmental constraints, community support, project timing, sponsor financial capability etc. These unique qualities will often have to be factored into project selection in conjunction with the priority system. The final FAA selection of projects to be funded from the special capacity fund is based not only on how the project scores in this system, but also on all of the other programming information available for making informed decisions.

APPENDIX 26 - STATE SPONSORSHIP AGREEMENT

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION CONSENT FOR STATE SPONSORSHIP AND STATEMENT OF AIRPORT SPONSOR'S OBLIGATIONS

(Name of Airport)

(Associated City)

In accordance with Section 509(a)(3) of the Airport and Airway Improvement Act of 1982, as amended,

(Name of Airport Sponsor)

hereinafter called the "Airport Sponsor," hereby consents to project sponsorship by the State of

(Name of State)

for a project at the above airport and associated city described as follows:

(Project Description)

Airport Sponsor also assures and certifies that it will comply with all terms, conditions, and assurances contained in project application submitted to the Federal Aviation Administration by the State and to all grant agreement conditions required by the Federal Aviation Administration. A copy of the project application assurances and grant agreement conditions is attached and made part of this consent and grant agreement conditions is attached and made part of this consent for State sponsorship and statement of Airport Sponsor's obligations.

FOR _____
(Name of Airport Sponsor)

BY _____
TITLE _____
DATE _____

CERTIFICATE OF AIRPORT SPONSOR'S ATTORNEY

Acting as Attorney for Airport Sponsor, I do certify that I have examined foregoing Agreement and find that the execution thereof by said Airport Sponsor has been duly authorized and is in all respects due and proper in accordance with laws of State of _____, and that in my opinion said Agreement constitutes a legal and binding obligation of Airport Sponsor in accordance with the terms thereof.

FOR _____
(Name of Airport Sponsor)

BY _____
TITLE _____
DATE _____

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